

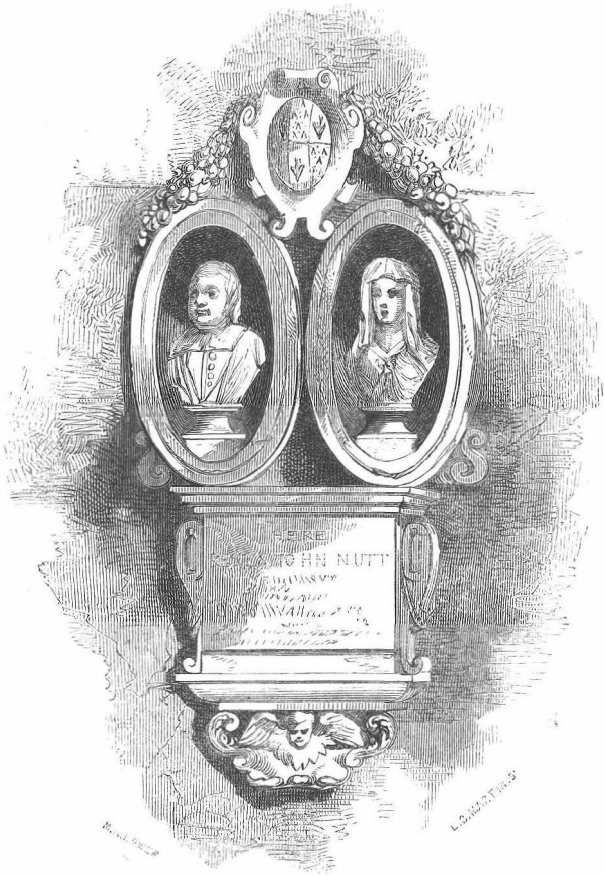
BERWICK PAROCHIAL RECORDS.

BY THE REV. GEORGE MILES COOPER.

It is to be wished that, in addition to a dry record of those three great events in human life, birth, marriage, and death, the parochial clergy had noted down more freely than they have done, remarkable occurrences or matters of fact, less important, indeed, to individuals, but of more general interest, as throwing light upon local history or the manners and customs of bygone times. The principal remains of this nature which are left us in the registers and other parish documents of our own county, have been brought before the public by Mr. Blencowe, in the fourth volume of the *Suss. Arch. Collections*. But by the kindness of the Rev. E. B. Ellman, the rector of Berwick, I have had an opportunity of inspecting a MS. volume of miscellaneous intelligence relating to that parish not included in previous researches; and with the aid of that gentleman's local knowledge I propose to select for notice such portions as seem likely to interest the general antiquary.

This manuscript, entitled 'Remembrances for the Parsons of Barwick,' was commenced in 1619 (15⁰-16⁰ James I), by the Rev. John Nutt, B.D., Prebendary of Chichester, and Rector of Bexhill as well as Berwick. He writes a clear legible hand, and is very exact and methodical in remarking everything connected with the parsonage which he considered of moment. His incumbency lasted from 1618 to 1653 (4⁰ Car. II), when he died, and was buried in the chancel of of his church, where two marble busts perpetuate the good man's features, and those of Anne his wife;¹ whilst below, an inscription records simply his death in December, 1653, and hers in May, 1661.

¹ To this lady the parish is indebted for a Communion service of silver gilt, presented in 1630.



Perhaps, through the medium of the Sussex Archæological Society, this MS. may prove his most durable monument, and exhibit his character with more fidelity than the exaggerated panegyrics too frequently inscribed on brass or marble by the partiality of mourning relatives or grateful legatees.

He appears to have been no sooner settled in his living than he applied himself thus to put on record whatever he deemed important for his successors to know. His memoranda are arranged in paragraphs, and numbered; I purpose to append to them such few remarks as seem required for their elucidation.

Remembrances for the Parsons of Barwick:—

1. "There is a portion of tithes to be paid out of Barwick, w^{ch} was due to the Priorie at Lewis and now to the Exchequer of eleven shillings. tis paiaable at St. Thomas. Mr. Stempe of Lewes is now receiver, anno 1619. he is to have 4*d.* for his acquittance. he is to come and fetch it, or send his seruant wth an acquittance to you. or else give notice to you of the day of receipt.

2. "The tenths are to be paid upon St. Thomas vid^{t.} £1. 6*s.* 8*d.* to the Bishop's collector, when he shall give notice. and 4*d.* for the Acquittance, Mr. Thomas Register of Lewes is now collector.

3. "The procurations are to be paid at the Archdeacon's visitation to himselfe or his deputie vjs. 8*d.*, three weekes after Easter, w^{ch} is now the custome of this Archdea: Mr. D^o Buckenham. And for your yeerlie Synodalls w^{ch} comonlie is at Michaelmas 1*s.* 6*d.* to him that supplies the Bishop's place, or his collector. Now Bishop D^o Carleton, Anno Primo Transl.

4. "The Bishop is to have his procurations everie third yeere vid. 4*s.* paid at the day of his visitation at Lewes, in w^{ch} Deanerie Barwick is reckned."

Upon reference to the 'Monasticon,' v, 2, I do not find in the index to the MS. Lewes Chartulary any mention of Berwick as a place where the priory of St. Pancras had property. But in the enumeration of lands, rectories, &c., granted to Lord Cromwell, in the Originalia Roll, "South berwyke" occurs, as it does again in the 'Abstract of Fines' (A.D. 1537), as one of the places where the prior had "tenements and rents." In the 'Valor Ecclesiasticus' also, we find "Berwicke. Porcio decimarum ibidem per annum 0. 13*s.* 4*d.*" These, no doubt, all relate to the portion of tithes referred to in the text, which had at last settled into an annual payment of 11*s.* to the crown, upon Henry the Eighth's seizure of the possessions of the priory. The payment has long been discontinued altogether.

Synodals, the annual payment due from every parochia minister to the bishop, in honour of his cathedral church, his *see* or seat, and in token of subjection to it, were originally paid at the bishop's synod, or assembly of his clergy. *Procurations*, intended to defray the expenses of visitations, and chargeable upon the inferior clergy, were anciently paid in kind, the clergy "*procuring*" victuals and other accommodations; afterwards they were commuted into a fixed money payment.

5. "The Church of Chichester pretends a certain right to a portion of tithes, or rather pension of monie, to be paid by the Parson to them. But

as yet I neuer paid it, nor my Predecessor, nor haue seene from them, as yet, anie euidence, shew of right, conuaince, guifte, or anie thinge for the clerling of this doubt, twas onse formerlie called in question by Arch. Bucknam, in the last visitation of Samuel" (*Harsnett, translated to Norwich and afterwards to York.*) "Bishop of Chichester, and Mr. Jeffrie² was called, (then Parson and my Predecessor), but he returned and clered himselfe from the paiment thereof (as I thinck), for he paid not the Pension, or the demand of the church, that I am sure of: the Pension w^{ch} they demand is xxs. per annum."

The Priory of Wilmington had a grant from Roger Marmion of tithes in Berwick; and such grants were frequently changed into stated annuities, called pensions. Among the possessions of that priory which passed to the Dean and Chapter of Chichester (see *Suss. Arch. Collections*, IV, 41, 55), was this shadowy claim to a pension of 20s. from Berwick, which seems never to have been substantiated. In the Nonæ returns of 1340, there is mentioned as the property of religious incorporations in this parish, £1. 6s. 8d. belonging to the Prebend of Petiferl (in Chichester Cathedral); 8s. 10d. to "Wilington" (Wilmington); and 10s. 2d. to Lewes. Here again we trace the claims of the two religious bodies.

6. "The Parsonadge of Berwick was parte of the Mannor of Berwick, w^{ch} is now Sir Edward Sackvill's, which tenure is knights service from the Castle o. Pensie, w^{ch} castle was Duchey land. and soe the Parsonadge w^{ch} I have now bought of Sir Edward Sackvill, wth too akers of the Mannor land called the Wren Wish, is Wardable as the Mannor is, but whether. to the King or anie inferior Lord: I know not yet.

"Postscript.—The Parsonadge is wardable to the King, but not in capite, but in knights service houlding of the honor of the Eagle. as the Mannor of Berwick dothe."

The Marmions, a Norman family, were the first lords of Berwick after the Conquest. From them it passed by marriage to the Greys of Rotherfield. In the reign of Henry II, Adam de Port was lord, whose lands having escheated to the Crown (8^o Joh.), this manor was granted to Allen Basset whose grandson (apparently) fought on the side of Henry III at the battle of Lewes, and is said to have been the last to quit the field. The lordship of Berwick passed by heir general to the family of Deyncourt, and Lords Lovell and Cromwell. We here find it in the hands of the Sackvilles.

² This Mr. John Jeffray (Mr. Lower informs me) was a near kinsman of Sir John Jeffaray, Knt., Chief Baron of the

Exchequer, who lived and was buried at Chiddingly. The name is thus spelt in the will of Edward J., the rector's son.

For more than a hundred years it belonged to the Dyke family; of whom, towards the end of the eighteenth century, it was bought by the father of Viscount Gage, the present possessor. (See Horsfield's 'Hist. Suss.')

Sir Edward Sackville, who thus alienated the advowson of the rectory from the manor, was younger son of the second, and brother of the third Earl of Dorset. He succeeded to the title, as fourth earl, in 1624. Clarendon describes him as a man of considerable abilities, and distinguished both in the House of Commons and in the Lords; but of dissipated and expensive habits, which brought him into many difficulties. He received his estate impoverished by his brother's extravagance, and still further diminished it by his own. Hence, doubtless, the alienation by sale of the advowson.

The *Wren Wish*, so called probably from a former owner—for a family of the name of Wren appears in a list of rate-payers in 1627—though bought by Mr. Nutt at the same time with the advowson, was never attached to the rectory. This land, like so much of the territory around the castle of Pevensey, was *wardable*, or liable to contribute to its defence.

7. "The first frutes of Barwick are £13. 6s. 8d. payable in two yeeres, deductis decimis of £1. 6s. 8d. w^{ch} is payed yeerelie to the Bishops collector ad festū Thomæ.

8. "The tithes of the Parsonadge are all paide in kinde, there is no custome whatsumeuer for anie thinge, and soe I desire it should be continued, for all customes pretended for payinge of tithes have crepte in through our one negligence, and sloth of our Predecessors in that kinde, to the wrong of the Church and losse of there successors in that w^{ch} is there due and inheritance. Et anathema sit qui alienaverit.

9. "The Parsonadge gleabe is freehould of the Mannor of Berwick soe first held from the foundation, for (I have it by tradition) twas made and builte (I mean the Church) by a Lord of the Mannor, and he laied out a wist of land for the Parsonadge gleabe and a Cottage, wth 3 akers and a Cowlease, as to the rest of the tennants, but they are finable at the Lords will, upon euerie death or change, but this free, wthout anie deede to shew for it or conuayance, but onlie custome, the Lord allwaies presenting, w^{ch} perpetual right of presenting to the Church is now seuered from the Mannor, and most part of the coppie-houlders freed by Sir Edward Sackvill now owner thereof, to the greate preiudise of soe fine a Mannor."

The Nonæ returns of 1340 show the ninth of corn, wool, and lambs, to be worth £5. 14s. 4d., which may be considered as nearly the value of the tithes of those articles to the rector. Besides these, he is stated to have:—

	£	s.	d.	
One Messuage with Curtilage, valued at	0	3	4	yearly
21 Acres of arable land	1	1	0	„
Assessed Rent	0	5	0	„
Oblations	0	13	4	„
Tithe of Hay	0	11	0	„
Do. of Hemp	0	4	0	„
Do. of Calves, Geese and Pigs	0	10	0	„
	<hr/>			
	£3	7	8	

making his whole living to be worth £9. 2s. 0d. In 1535 we have seen it valued at £13. 6s. 8d., the tenth of which is £1. 6s. 8d. The very great difference between the present value of livings and these ancient estimates arises in part from the higher money-price of commodities in modern times, but still more from the vastly increased amount of produce raised, both from additional land brought into tillage and from improved methods of farming.

10. "There is to be paid to the Lord of the Mannor of Barwick for the Lord's rent of the Cottage, y^t is the Houseplott and croft behind the house and one aker in the Cott-leases and herding money 2s., w^{ch} one of the Tenants allwaies gathers for the Lord, and calls for it at Hollantide, the Receiver now is William Sussan of Clauerham, and alsoe one hen and 6 eggs at Shroftide."

There can be no doubt but the present rectory-house, like its predecessors, is built upon the piece of land originally granted by the founder. Its convenient proximity to the church, and its agreement in extent, now measuring 2 acres 3 roods 8 poles, sufficiently prove this. The term "lease," which occurs here, and frequently afterwards, is the Saxon "lese," a pasturage; the quantity not being of exact measurement, because dependent in some degree upon the richness of the pasture. The cow-lease here mentioned is about 3 roods 33 poles. The term "wist" will be noticed presently.

The ancient residence for the rector upon the glebe land, the "messuage" before mentioned, is called, no doubt with strict propriety, a *cottage*, like several old glebe-houses in this neighbourhood, those for instance at Alfriston, Chalvington, and West Dean, which still remain. The "cot-leases" are a piece of common land, in which is the cow-lease belonging to the rector. "Herding-money" seems to be a relic of the ancient "horn-geld," the tax paid in the forest for horned

cattle: "Hollantide" answers to Holymas or All Hallows, November 1: "Claverham" is a manor farm in the adjoining parish of Arlington. This quit-rent and herd-money have long ceased to be paid.

11. "There lieth six akers of the Parsonadge glebe in the Parish of Alfriston and in Wineton Lanes which hath allwaies paide tithe to the parish of Alfriston. howe it was conuaid to the Parsonage of Berwick non patet, only custom prescribes for the quiet enjoying of it and possession."

This is a long slip of ground contiguous to the south boundary of Berwick, the exact measure of which is 4 acres 37 poles. Here, as in the case of other pieces of land, named of old from the quantity they were supposed to contain, it is observable that the estimated, or tenantry measure, is usually about one-half more than the real measure. Thus the piece in Winton is called the six acres, being in fact only about four; and another piece of glebe in Berwick, also so called, measures little more than four acres. The word Laine, in this neighbourhood, is applied only to uplands, on the hill-side, and those *arable*.

12. "Quod fælix faustumque sit.

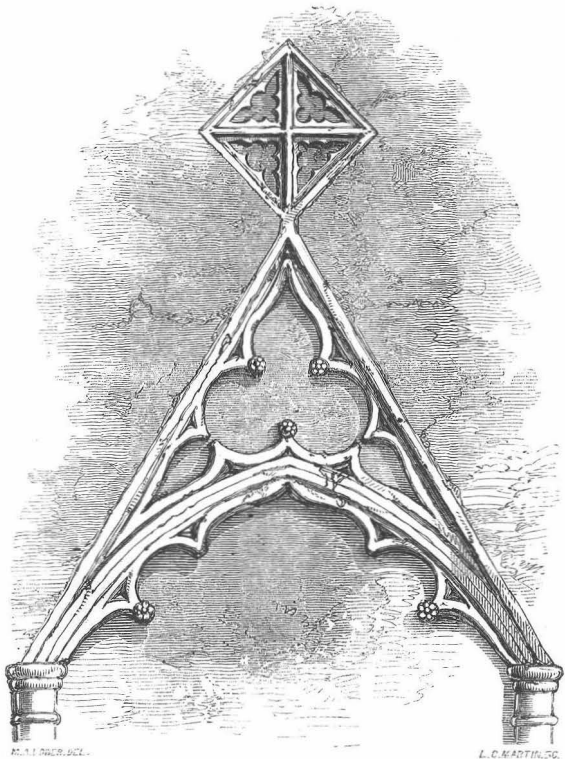
"I built the Parsonadge house in the yeere 1619. and the yeere followinge 1620 I built the new Barne y^t standes upon the north side of the house."

Mr. Nutt's parsonage house, after its completion in the years 1635-6, formed three sides of a quadrangle, with a court-yard in the centre, the two wings having their gables towards the church, and being connected by a low wall, in which was the entrance gate. The south wing was pulled down about eighty years since, and the rest in 1847 when the present parsonage was built. The lower portion of the north gable, and the wall of the court-yard, with the entrance, still remain.

13. "The Wanscoate pues in the Chancell I built up for the Parson's familie, there being before y^t time noe seate y^t he could challenge as of right belonginge to his house, those other seates y^t are upon the south side thereof, excepte that of the Lord of the Mannor, are for his men seruants, the vppermost of them having bin the seate to reade the Praiers in, until I caused it to bee remoued in to the boddy of the Church where now it is."

Great latitude was left at the Reformation as to the position of what is now called the reading desk; whilst many parts of the service, now confined to the desk, were then delivered from the pulpit; and some, indifferently, from either; an evidence of which still exists in the rubric for the Commi-

nation service. The 82d canon only requires, in general terms, that a convenient seat shall be made, at the charge of the parish, for the minister to read the service in; leaving, it would seem, a large discretion to the clergyman and churchwardens as to its form and position. Here we have an instance of the minister's removing the reading-pew, apparently on his own authority, from the chancel into the nave of the church. About the same time (A.D. 1626), George Herbert, when he restored the church of Layton, in Huntingdonshire, using a like freedom, ordered the desk and pulpit to be placed a little distant from each other, and made of the same height, to intimate that neither prayer nor preaching should be exalted above the other. (See 'Life,' by Walton.)



These wainscot pews, on the north side of the chancel, obscured a beautiful mural canopy of early English,—the founder's tomb, perhaps, or the Easter sepulchre.

14. "The rates y^t I take for the sheepe y^t pasture upon the lease and for the calfe and milke of a Kowe are vide^t: For a calfe, if there be not a tithe calfe due, (that is lesse than seven) is 8*d.* and for the milke 16*d.* in all too shillings. I take none in kinde, but agree wth all after this rate, bothe those y^t goe upon the lease and those in the in landes, but, if you please, you may take all in kinde.

15. "For every dry bullock that depastures upon the lease I take 8*d.* in regard y^t they are all bred up, either for the yoke, or the pale. I doo give the pasturage of the working oxen tithe free.

16. "For the sheepe y^t goe from Michellmas until our Lady day, upon the lane and lease, I receiue xij*d.* the skore and for every lamb y^t falls in that time 3*d.* or the lamb in kinde, if you please, and halfe the woll if you please. I haue receiued in kinde of summ of the parishioners after this proportion.

17. "But those y^t goe in the lease only, y^t is from St. Andrew until our Lady day I haue but viij*d.* a skore for the woll, but for the lamb of them if they be ewes, if any fall, as for the rest, towitt 3*d.* the lamb, for as many as fall in the parish."

The custom of the common leases now is that a bullock for each lease be turned out from May 12th to December 11th, *i.e.* from St. Philip and St. James's day, to St. Andrew's day, old style—and three (formerly five) sheep from December 12th to April 5th, old Lady day.

18. "I receiue of forraners³ y^t use land in the parish for there rowens 4*d.* the aker, if it be tennant measure, but vj*d.* if there land be measured land, if they be home dwellers I receiue nothing if they keepe oxen and kine for they are allowed in to the pasturage of there kine, w^{ch} they pay me for at 1*s.* 6*d.* the kowe, and for there oxen against wheate season or there dry bullocks w^{ch} I am satisfied for. The hay I receiue in kinde.

19. "I receiue my hay, cutt, and teded, and cocked vp in grasse cock, the most of the parish make it vp for good alsoe. but y^t they say is more then they ought to doo. but if I will allow them a halfe-penny for every aker y^t is meddowed. that is the Parsons custom, he may make them make it up for good. this is the custom of boath sides, as I am soe informed by those of the most credit in the parish living at my cūming thither which was in the yeere 1618.

20. "There has bin demanded of me a bushell of wheate for the King's prouision of wheate, by Williā Tomkin Constable of the hundred of Long-bridge. I refused to pay it, as an inchroachment upon the Parsonadge. because for as farr as I could be informed by those of the parish. it was neuer used to be seased. this demand was in the yeere 1622, and the like demand was made by Tooby Giles of Auson (*Alfriston*) being Constable, to Mr. Jeffry my predecessor, for this weeate. but he likewise refused it, and by the advise of his counsell was warranted for soe doing. Ould Robert Dabson his farmer carried vp the wheate to the Puruayer and upon advise brought it home againe.

³ "Forraners" is the term yet in common use in Sussex for persons who do not live in the parish.

21. "And the demand of Tooby Giles was made in the yeere 1606, Mr. Jeffry having bin parson of Berwick fifty and odd yeeres and neuer was demanded it before."

The prerogative of Purveyance, being the right of taking everything which the king or his household needed for their convenient accomodation, without the consent of the owner, and at an arbitrary valuation, was a source of endless oppression and complaints. Many statutes were passed to regulate its exercise, but with very imperfect success. In the instance before us the claim was defeated, and the age was now ripe for the extinction of this odious prerogative. A few years later the civil wars suspended it, and it was legally abolished in 1661.

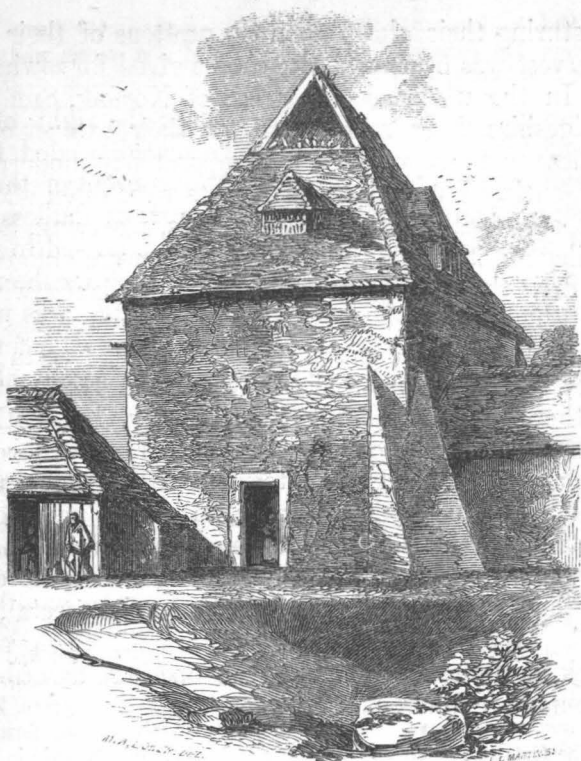
22. "The mill paies me 40s. a yeere for the tithe of her. soe much I receiued of Mr. Edmund Brooke farmer to the manor of Berwick. And when the mill did not grinde but lay still, I had the pasturage of a mare and coult in the pond, in vallew of the tithe. it being all ruff ground and full of quagmires and reede. But if it should be moed by any, then you are to haue tithe of the fodder y^t arises from it, for soe ould Paine reseued tithe thereof from them y^t moed it (in) to halfes. he being both farmer to the mannor and farmer to the Parson of his one tithes, and this he did in right of the parson. Williã Wauker did affirme this to me, that his father had paied it.

23. "The Pidgeon house has paied mee tithes and doth this yeere 1622 by Nicholas Dabson now farmer thereof. it is rented at £5 a yeere. but I take them in kinde, and stand to the truthe and conscience of the farmer in the paying of them."

That habitual appendage to a manor house, the Dove-cote, was often a substantial structure, and not unfrequently survived the mansion. In the present instance it still remains, little altered in all probability since it paid tithe to Mr. Nutt; but of less consequence than when it was let for so considerable a sum as five pounds. It is a large square building (*see engraving on opposite page*), with buttresses at the angles, the whole of the interior being fitted up for the reception of the birds, and now stocked with a great number.

24. "The Parsonadge gleabe at Winton, is to have fould tare according to the rest of the tennants there, proportionably to his quantity of land, because the tennant flock doth eate vp the pasturage upon the land after the corne is of from the ground. and if they deny to you the sheepe fould, you may deny them the gratten thereof."

"Fould-tare" signifies the manuring of the land by the flock whilst folded.



This was one of the two objects sought in reserving the right of foldage. Mr. Albert Way has obligingly drawn my attention to the explanation given by the French glossarists, of "Faultrage" (otherwise "Faudrage") as "Droit qu'un seigneur avoit de faire parquer ses moutons sur les terres de ses vassaux," which points out the other object, viz., the provision of food for the flock. Both these are included in the low Latin term, "Faldagium," quasi faldæ-agium or fold-course, which occurs so often in ancient documents, as a privilege retained by the lord to the exclusion of his tenants. The origin of this "liberty of foldage" (*libertas faldagii*) seems to have been this. In the first institution of manors, when portions of land were allotted to villein tenants, the lords kept in their own hands the right of having all the sheep in the manor penned at night where they pleased, for the purpose of fertilizing their demesne lands; they also reserved the right

of depasturing their sheep upon the grattens of their tenants when harvest was over until the time arrived for sowing them again. In the unenclosed districts of Norfolk, Suffolk, and Cambridgeshire, long remarkable for their extensive sheep-walks, these customs prevailed to comparatively modern times. In more enclosed counties, the tenants were often allowed to have the sole feeding on their own fields, reserving, however, the privilege of the fold, into which they were obliged every night to drive their sheep, to enrich the lord's lands, with their manure. This privilege of the lord is in law writings termed "falda libera;" the obligation of the tenants, "secta faldæ." "This secta faldæ" (says Spelman, writing in 1625) "the lord enjoys there (*i.e.* in Norfolk) to this day, but with some innovation upon the ancient custom. For now the sheep of the lord and his tenants feed together in one flock, under a shepherd appointed by the former, to whose pay the latter contribute; and that shepherd, taking equal care of the sheep of both parties, encloses them all every night in the lord's fold, thus fulfilling the obligation, the suit or service (secta), of the tenants." We shall have occasion presently to speak of a joint flock in Berwick resembling the one here described, but under somewhat different conditions.

25. "The Grattens or after pasture of y^e six akers of grounde in Wineton lanes, the tenant flock of Wineton hath usually had it, for the fould tare. but not otherwise, for if they denie to fould tare it, you may eate it yourselve, or let it out for a rent. As I this yeere 1623 doo forbid them the pasturage of it, because they denie me my right of sheepefould. Ould Dabson the farmer of y^e Parsonadge for manie yeeres before I came to it, was neuer denied it. his sonne Nicholas Dabson can testifie it if euer in his life time it be questioned.

26. "I did new steene the well from the bottom, and sett on a greate new well curbe it neuer having bin steaned before. at Michaell: 1623.

27. "I have had tithe for the Mill and Mill-pond 40s. p^r annum, the Mill is now sould from the ground. at our Ladie day 1624, the water was let goe and the flud gates taken away. and all y^t summer the pond was part of it meadoed and mowed: part pastured by horses and bullocks. Therefore the pond must be tithable in kinde, although they pretend it to be wast ground, and soe tithe free for 7 yeeres, according to the statute: but reade the statute you shall finde it to be ment of such barren heath and waste as by reason of its barrenness yelde noe profit to y^e honor. this is now rented at 10s. 6d. per aker. I haue hired it of Nicholas Dabson: according to that rate. and therefore is noe such land as that statute implies: land of that prise not being to be accounted barren wastes, which yeeld noe profit to the honor."

The mill thus demolished in 1624, had existed from the days of the Conqueror, being one of those mentioned in the Domesday Survey. (See *Suss. Arch. Collections*, V, 266.) A very fine meadow on the south side of the manor house is called the Mill-field, from its proximity to the ancient structure; but the pond was evidently to the north of the house, where the ground is of a low irregular surface and imperfectly drained, requiring no great stretch of imagination to depict it in the state described by Mr. Nutt, "all ruff ground and full of quagmires and reede." The statute alluded to is 2^o and 3^o Edw. VI, c. 13, exempting waste or barren lands from tithe; and giving an exemption for seven years to such land when brought into cultivation.

28. "I have bin allwaies enformed that one halfe of the Pett-lands hath bin in the Parish of Berwick, the whole feild having bin devided by a greate stone,⁴ which is there yet 1624 July 30. but it hath bin detayned from me and from my predecessor in the latter end of his time, because he let out his tithes to a farmer, and being ould, was loath to make a suite of it against the lay Parsons of Auson, they being great and rich men.

29. "There is three akers and sum odd measure, in the comp, in the parish of Auson, diuided by a great stone⁵ in the lower hedge, from which you must goe katering vp to Auson steeple and all wthin that track toward the sheepe downe is in that parish. which is three akers and odd poule. Mr. Edmund Brooke hath measured it out.

30. "I have now compounded with James Brooke, the owner of most part of Winton village, to be paied yeerely from him 4s. at Micha: for the gratten of my 6 akers of Winton; to end all strife betwixte me and the Tennants there about the pasturage thereof. This composition I made at Micha: 1625: and received my first 4s. of him."

Here follows "a Terrier of all the gleab land belonging to Berwick parsonadge;" the last particular of which only is worthy of remark, as shewing how church-lands have sometimes been lost by the carelessness of incumbents or their inaptitude for business.

"Item, newly discouered, which was purloyned away from the Church 60 years a Rooode upon the Hege where Blunts house is.

31. "Anno domi: 1625. I did set vp the Piggeon house, which frame of wood I brought from a farme of mine one: and set vpon the Parsonadge land for the vse of the Parsons, and for there better prouision of house keeping, which I hoope they will maintaine.

⁴ Rather more than a fourth of the Petlands is now allowed to be in Berwick: the boundary stone was removed some forty or fifty years ago.

⁵ This stone cannot now be found. The "Comp" is an arable field in the south-west part of the parish.

32. "Memorandum that your Procurations to the Bishop in his Triennial visitation is but 4*s.* 0*d.*, although the Archdeacons be *vjs.* 8*d.* p^r annum.⁶

33. "Memorandum that whereas, I doo feast at Christmas all the Parishioners: Yet you are to knowe that there is noe such custom to requier it of the Parsons hereafter as a duty or custom, for I was the firste that did beinne it: and may leave it of when I please.

34. "There is noe custom for the taking but 8*d.* for the herbage of a dry bullock, upon y^e lease. I haue recouered more by a sute in lawe against William Susan, of Clauerham: I haue likewise receiued more, especially of forrayners. videlicet the tenth penny that they pay for there leases: for there hath bin payed in the memory of man but 4*d.* for a dry bullock, when a bullock lease was let at 3*s.* 4*d.* and Mr. Jeffry my Predecessor liued to raise the prise to *vjd.* for the tithe of a dry bullock, when as a lease was let at *vs.* 0*d.*, and soe to 8*d.* when a lease was let at *vjs.* 8*d.*: And at that rate I found it: But now they be risen to 9*s.*, and 10*s.*, and 12*s.* a lease. and therefore the Parson may raise his tithe accordingly if he please.

35. "I doo allowe tithe free, to my Parishioners, for euery Wist of land that they till, one oxe pasture upon the lease, if they keepe oxen: not otherwise."

There is much vagueness in ancient measures of land, as of other things. A "wist" in Berwick, according to a subsequent rector, the Rev. John Hawes, was ordinarily 16 acres; but he afterwards found that in some of the farms it was 18 acres. In Saxon times the wist was 4 virgates or 60 acres. "Octo virgatæ unam Hidam faciunt, Wista vero quatuor virgatis constat."

But inaccuracy of measures, whether linear, superficial, or of capacity, is characteristic of a rude state of society. Nothing can be more vague as measures of length than a hand, a foot, an ell, a cubit, all originally derived from portions of the human frame, differing in different individuals; nor are all barley-corns (of which three are supposed to make one inch) by any means of equal dimensions. To reduce such rough measures by a fixed standard to accuracy, is the work of a more refined age, when civilization and science have made some considerable progress. It is not surprising, therefore, that antiquaries are not agreed as to the exact quantities contained in the Saxon hide, or the Norman carucate, the ploughland or the yard-land; which probably, like these wists in Berwick, contained very different quantities in different instances.

⁶ There seems to be a lurking inuendo here against the Archdeacon, as if it were

unreasonable that he should exact more than the Bishop.

“Memorandum that the charge of y^e Building of the Parsonadge dwelling house as now it is: the new Barne: the Pigeon house: the Well: the garden making: cost me in pecuniis numeratis beside my labor and my seruants in riding vp and downe to buy and prouide materials, as I can make every penny appeere in my little booke of y^e seuerall particulars payed: to whome, when, and for what, the summe of £337. 17s. vjd.

“Memorandum that whereas a Bullock lease upon the Lease of Berwick is now this yeere 1633 rented out to those that cum to hier them at 12s. p^r lease and hath bin soe this 3 foregoing yeeres when Mr. Grattwick hired my Parsonadge of Berwick of me in farme: I haue taken of all those that occupie them (for tithe of a bullock lease) xijd. Mr. Grattwick hauing don soe before me for the precedent 3 yeeres in which he was my farmer.

“And whereas I haue added a second building to the former, that is the great parlor end with the sellers, and a new timber hed to the ould Parlor, and the brewhouse, the sayd new buildings and brewhouse have cost me too hundred pounds more besides the first building, this being don the yeere 1635 and 1636. As the particular disbursements apeere in my little booke of my tithes, where in euery sum is entred as I paid it, and the parties to whom, and for what materials the sayd summs were payd. the aforesayd part of the house being built by me at my first entrance in to the Parsonadge Anno 1619. Soe as the house hath cost me in all £537. 17s 6d. Besides many odd summs not reckned, and my labor and seruants and carriages belonging there unto: and mutch of the timber and other materials brought by my freindes. and a greate part of the Timber I tooke from my land at Ripe.

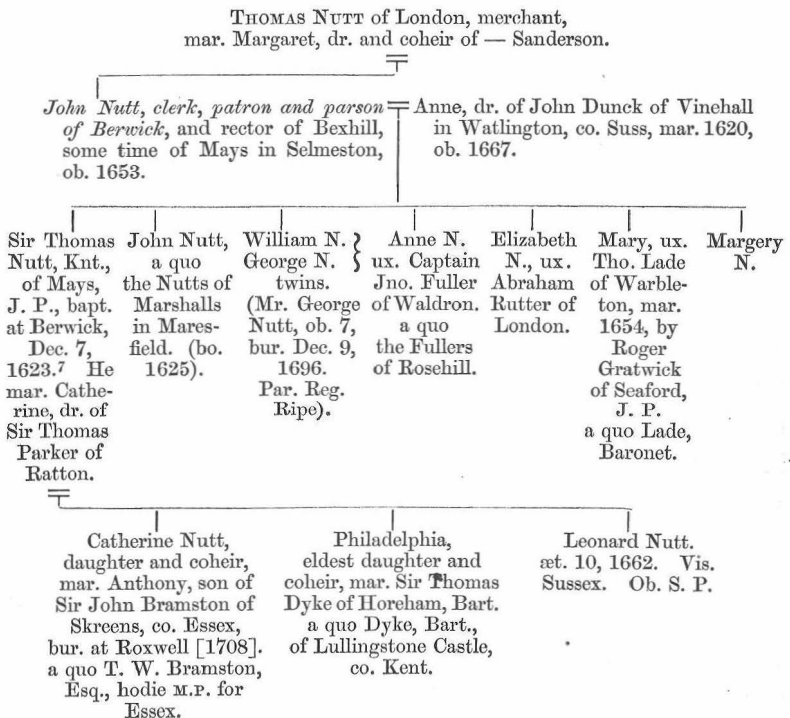
“Memorandum that since these first and second buildings, I have built up the stone walls about the cloose, courts, Parlor gardens, the Kitchin garden, which cost me £200.”

It appears from these memoranda that the house and premises, first and last, cost the builder £737. 17s. 6d. in hard cash—a large sum in those days. Indeed the house was for its date a good one. It survived in great part till 1847, a period of 228 years from its commencement, when it was removed to make room for the present more commodious edifice.

Here ends the record of this honest punctilious man. That he was wealthy appears from the incidental mention of his private property in addition to his two substantial livings and his stall at Chichester, as well as from the costly character of his house. Of his care for the interests of his successors we have abundant proof in the minute attention with which he registers all the rights and privileges of the “Parsons of Berwick:” he would hand down to them those rights unimpaired and well defined, whilst he is careful not to impose upon them as a matter of right, hospitalities easy to himself,

but which might prove burdensome to them. Yet, desirous that they should be able to follow the example of his liberality, he erects and bequeaths to them a pigeon-house for "there better prouision of house-keeping," which he "hoopes they will maintaine." All credit to him for having in his quiet sphere been a busy and (we will "hoope") a useful member of society, careful of his own and not unmindful of his neighbour's welfare.

Mr. Lower has favoured me with the following pedigree of Mr. Nutt's family; and to that gentleman's kindness I am also indebted for the drawings illustrative of this paper:—



(From a pedigree in MSS. Burrell, Brit. Museum, with additions by M. A. Lower, Esq.)

⁷ An active enforcer of the laws against non-conformity, 1670. See a rare tract on this subject reprinted at the end of Horsfield's 'Lewes,' Vol. i. Sir Thomas Nutt

is also referred to in Palmer's 'Nonconformist's Memorial,' as rather regretting his acts on this behalf.

Possibly some of Mr. Nutt's memoranda may have perished, for a gap now occurs in the MS. from folio 6 to 20, where we find "An Account of Leases, &c., of the Parish of Berwick as they belong to each farm, for the benefit of the Parsons for ever: set downe Anno Dom. 1696." This is the work of John Hawes, who was rector from 1696 to 1743.

Meanwhile three incumbents had intervened, George Hall, Augustin Metcalfe, and Wm. Nowell, of one at least of whom, George Hall, we could have wished that he had left us some specimens of the wisdom and learning ascribed to him on his tombstone:—

GEORGE . HAL^L . RECT^{ER} . OF . THIS . CHVRCH .
 HIS . NAME . SPEAKS . ALL . LEARNING . HVMANE .
 AND . DIVINE . HIS MEMORY . PRECIOVS . BOTH . TO . THE .
 MVSE^S . AND . THE . GRACE^S . HIS EXTRACTION .
 FROM . TWO . ROYAL^L . COLLEGES . THE . ONE . AT .
 ETON . THE . OTHER . AT . CAMEBRIDG . TOGETHER .
 WITH . HIS . SON . GEORGE . BOTH . OR^IGEN^{AL} . AND .
 TRANSCRIPT . ARE . HERE . REPOSED . IN . HOPE .
 OF . A . JOYFV^L . RESVRRECTION . THE . FIRST .
 VNBORNE . IENVA^{RY} . THE 15 . 1668 .

Mr. Hawes contends stoutly against the *tenant-flock* (of which more hereafter) having any right to pass through the parsonage-ground; subjoining this memorandum:—

"October y^e 2^d. 1697. *Item*: that then John Reed the tenant of Mr. Giles his farm came to me, wth John Cane who was shepherd for that year, and in the presence of my wife, and Thomas Tasker, and my maid Susan Hustle, ask'd me leave to let the tenant-flock go thro' my ground, and I gave 'em leave to go thro' y^e barn croft.

"Witness my hand,
 "J^{no}. HAWES, Rect^r."

He also throws light on the manner in which the dole-lands were used—lands of which several persons were entiled to a portion (from the Saxon "dole," a part). Shermans Brook, a field now cut asunder by the turnpike road from Lewes to East Bourn, contained 20 doles; and the Rector observes,—

"The custom of these doles is, that when it is mowed they are to be equally set out; and then so many lots are put into a Hat, and every one is to take his lot, as it happens. This is the Ancient way of dividing it, excepte the Parsonage dole w^{ch} lies by the dike side." ⁸

⁸ One is here reminded of the di- vision of the "Drinker Acre," described by Mr. Figg, *Suss. Arch. Collections*, IV, 307.

This Mr. Hawes seems to have been an assiduous observer of everything connected with the parish of Berwick; he continued the "Remembrances" and wrote a few marginal notes explanatory of Mr. Nutt's memoranda. Amongst other things he has recorded that "The Churchyard was formerly walled round with flint, but after the Restoration it was set up with posts and rail as now it is, being about the year 1662; and it hath been all new set up, and this account hath been own'd by every farmer as here followeth." He then states precisely the several lengths "own'd" by the occupier of each farm, the Parsonage "finding the two gates next to the Rectory House." This arrangement of "Church Marks" is still not uncommon in the neighbourhood.

An agreement made in 1721 for the regulation of the tenant-flock is now perhaps becoming a curiosity from the long discontinuance of such associations. In Berwick, as in many other open parishes, a large portion of the arable soil was what is called tenantry-land, consisting of narrow slips, sometimes not more than a few feet wide, lying side by side, the property of which was often mixed up in a very confused manner. Berwick Laine, which contains 154 acres, 3 roods, 13 perches, was divided (according to an old terrier) into 228 such pieces. These were tilled by their respective farmers; but, being without fences, could not be depastured in the autumn except in common. Each farmer therefore contributed a certain number of sheep in proportion to his holding, and the joint flock thus formed, called a tenant flock, was fed and folded upon those slips of land, subject to such rules as afforded a fair share of advantage to all parties concerned. It is obvious that the conflicting interests of the persons engaged in this primitive species of joint stock company would render some regulations necessary for its equitable management: and it is in reference to the tenant-flock in Berwick, as it existed in the year 1721, that we find as the last thing given in this MS., "A Copy of the Articles of Agreement made and concluded this 26 Day of September, A.D. 1721, between us whose names are under-written, which are as followeth."

Perhaps in the annals of South Down farming, it may be worth while to preserve one specimen of the manner in which a flock of this nature was managed.

“*Imprimis*.—It is agreed that from Michaelmas Day next to a Lady Day there shall be no more sheep stock'd upon the Lanes than upon the Common namely three Sheep to every Bullock Lease and from Lady Day to Michaelmas Day following four Sheep to every acre of Green land and two sheep to every acre of Grattan that shall be laid off for the Summer Vallow [*fallow*], and that the sheep that are stock'd for the Tye shall be stock'd in this proportion namely Mr. Hawes sixteen for his Priviledges there, Widow Godly sixteen, Samuel Stace eight, Thomas Susan fourteen. And those which have no land but their priviledge shall keep only three ewes to their Priviledge and no more. *Item*.—It is agreed that each party shall stock two parts in three of Ewes to each Priviledge and one part in three of Dry sheep. And It is also agreed that whosoever stocks more than what is before specified shall pay for each sheep that is overlaid five shillings besides keeping to the other parties concern'd, and so toties quoties as often as any one is found to overstock the said flock either in Lanes or Common. *Item*.—It is agreed that all the Faggots that shall be yearly required to make ways for the sheep shall be found by each party according to the Proportion of the sheep that he keepeth and that the Faggots when done with shall be divided among them according to the same Proportion. *Item*.—It is agreed that each Party shall have his Part and Share of the Fold according to his Proportion of sheep: And if in that part that is laid out any one hath not his Part and Share of the Fold according to his number of sheep, then any such Person after the said Vallow hath had its course shall have the fold upon any other of Ground until he hath had his Part or Share. *Item*.—It is also further agreed that if at any Lady Day during this Agreement the Ways should be so bad that the Flock cannot be had up to be folded in Vallow that in that case a Fold shall be pitched in the Lower Lanes, or the Ley Sands, Ley Crofts, and shall go cross and cross upon each Person's Ground during the said bad weather. *Item*.—It is also agreed that if any person shall at any time presume to order the Flock into any of his enclosed ground or anywhere else without the Consent of the other Parties, He shall forfeit ten shillings for every time that he so offendeth, And if the Shepherd consent to any such order or connive at any one overstocking the flock without giving notice to the other Parties He shall forfeit for each offence a Month's pay. *Item*.—It is further agreed that these Articles shall oblige each Person and continue in Force and Virtue the whole Terme and Time while they shall stand possessed of the Farmes which they now enjoy. But in case any of their successors refuse to come into this Agreement, then none of the Parties aforesaid shall stand any longer engaged to each other. In Witness whereof we have severally set our Hands and Seals the Day and Year first above written.”

A considerable mass of Churchwardens' accounts still exists in this parish, having escaped the destruction to which such documents are generally doomed; but for the most part the matters to which they refer are of no public interest. I must, however, mention that amongst the things thought deserving of reward, in April, 1690, from the parish funds of this South

Down village were (*horresco referens*) FOXES' heads as well as badgers,—the former at 2*d.* a head, and 6*d.* each for "young badgers."

In a somewhat long list also of collections made in church for various charitable objects appear the following entries:—

"Dec. 25, 1670. Collected in the preceding week the sum of sixteen shillings and ten pence for a brief towards the redemption of Christian slaves in Turkey."

And "1673. Collected for the Theater Royall in London the sume of 2*s.*"

This last might square very well with the notions of the "Merry Monarch" and his courtiers, and (it would seem) with those of society at large at that period, but it would now be thought a strange proceeding to raise money by church-brief for the rebuilding of a playhouse. The theatre alluded to was that of Drury Lane, burnt in January, 1671-2. It is fair, however, to add, that the conflagration destroyed also about sixty dwelling-houses, so that a more legitimate cause existed for appealing to public charity than appears upon the face of the record.

Another of these documents, a pleasing evidence of early benevolence towards the poor, is an indenture made in 1663 (14^o Car. II) for binding out as an apprentice to a yeoman of the parish "Ellinor Walnett, a poor child of the age of twelve yeeres untill the age of one and twenty yeeres, or daie of marriage, which shall first happen."

This is duly signed, sealed, and delivered by the contracting parties, and witnessed by three justices of the peace, viz., Sir Wm. Wilson, Bart., a noted cavalier, who lived at East Bourne; Geo. Parker, Esq., of Ratton; and Sackville Graves, Esq.

Articles of agreement also still exist, dated 24th October, 1698, between John Wood of Bishopstone and the churchwardens and overseers of Berwick, for the new casting of a bell and delivering for that purpose a cord of wood at Alfriston parish church.

In 1774 the spire of the church was destroyed by lightning, and it has never been restored.

In the history of this living we see the origin and progress of private patronage. The church was first built and endowed

by a lord of the manor, whose successors continued patrons till its alienation by sale some centuries afterwards to Mr. Nutt. From him it passed to the Rev. John Hawes, who was succeeded by two rectors of his own name. From the family of Hawes the advowson was transferred by purchase to that of the late Rev. Jeremiah Smith, rector; of whose grandson, Mr. Delves, it was bought by the present owner, John Ellman, Esq., of Landport.
